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URBANO ZAVALA LOPEZ, individually,
And on behalf of other similarly situated employees and
Aggrieved employees pursuant to the California Private Attorneys General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

URBANO ZAVALA LOPEZ, individually,
and on behalf of other similarly situated
employees and aggrieved employees pursuant
to the California Private Attorneys General
Act,

Plaintiff,

vs.

FOOD FOR LIFE BAKING CO., INC., a
California corporation; and DOES 1 through
25, inclusive,

Defendants.

Case No.: CVRI2305901

Honorable Harold W. Hopp
Department 1

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: January 5, 2026
Time: 8:30 a.m.
Dept.: 1

Complaint Filed: November 2, 2023
FAC Filed: October 16, 2025
Trial Date: Not Set

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[PROPOSED] ORDER

On January 5, 2026 at 8:30 a.m. in Department 1 of the above-captioned Court located at Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501, Plaintiff Urbano Zavala Lopez’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Harold W. Hopp. Blackstone Law, APC appeared on behalf of Plaintiff and Sheppard, Mullin, Richter & Hampton LLP appeared on behalf of Defendant Food for Life Baking Co., Inc. (“Defendant”).

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Class and PAGA Representative Action Settlement Agreement (“Settlement” or “Settlement Agreement”) attached as Exhibit 3 to the Declaration of Alexandra Rose in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court’s determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys’ Fees and Costs, LWDA Payment, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the Settlement Agreement, appear

1 to be within the range of reasonableness of a settlement that could ultimately be given final approval
2 by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
3 the Settlement and preliminarily finds that the monetary settlement awards made available to the Class
4 Members and PAGA Employees are fair, adequate, and reasonable when balanced against the probable
5 outcome of further litigation relating to certification, liability, and damages issues and are consistent
6 with the requirements of California Labor Code § 2699(e)(1).

7 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
8 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
9 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
10 (b) common questions of law and fact predominate, and there is a well-defined community of interest
11 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
12 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
13 protect the interests of the members of the Class; (e) a class action is superior to other available
14 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
15 counsel for Plaintiff in his individual capacity and as the representative of the Class.

16 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
17 follows:

18 All current and former hourly-paid and/or non-exempt employees who worked for
19 Defendant in the State of California at any time during the Class Period.

20 (The Class Period is defined as the period from November 2, 2019 through
21 December 31, 2024.)

22 7. The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana
23 Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC as counsel for the Class ("Class
24 Counsel").

25 8. The Court provisionally appoints Plaintiff Urbano Zavala Lopez as the representative
26 of the Class ("Class Representative").

27 9. The Court provisionally appoints Apex Class Action LLC to handle the administration
28 of the Settlement ("Settlement Administrator"). The Settlement Administrator's services include
translating, printing, distributing, and tracking Notice Packets and other documents for the Settlement,

calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth to process the Settlement, and as requested by the parties.

10. Within twenty-one (21) calendar days after entry of this Order, Defendant will provide the Settlement Administrator with the following information about each Class Member: full name, last known mailing address, Social Security number, dates worked for Defendant during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods (if applicable) (collectively referred to as the “Class List”) in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Notice of Class Action Settlement (“Class Notice”), Request for Exclusion Form (“Exclusion Form”), and Notice of Objection Form (“Objection Form”), attached hereto as **Exhibit 1**, **Exhibit 2**, and **Exhibit 3**, respectively. The Class Notice, Exclusion Form, and Objection Form (collectively, “Notice Packet”) shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Notice Packet appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’ right to dispute the Workweeks and/or Pay Period credited to each of them by submitting a Dispute, and of each Settlement Class Member’s right and opportunity to object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court further finds that distribution of the Notice Packet substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Notice Packet in English and Spanish by First-Class U.S. Mail to all Class Members within seven (7) calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

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1 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
2 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
3 choose to be excluded from the Class Settlement by submitting an Exclusion Form or written letter
4 indicating a request to be excluded from the Class Settlement (both of which are referred to as a
5 “Request for Exclusion”) in conformity with the requirements set forth in the Class Notice, to the
6 Settlement Administrator, postmarked on or before the date that is forty-five (45) calendar days from
7 the initial mailing of the Notice Packet by the Settlement Administrator to Class Members (“Response
8 Deadline”), or, in the case of a re-mailed Notice Packet, the Response Deadline shall be extended
9 fifteen (15) calendar days from the original Response Deadline. Any such person who timely and
10 validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any
11 recovery under the Class Settlement and will not be bound by the Class Settlement or have any right
12 to object, appeal, or comment thereon. Nevertheless, all current and former hourly-paid and/or non-
13 exempt employees who worked for Defendant in the State of California at any time during the PAGA
14 Period (“PAGA Employees”) will be issued their Individual PAGA Payment, irrespective of whether
15 they submit a Request for Exclusion. Class Members who do not submit a timely and valid Request
16 for Exclusion (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any
17 final judgment based thereon.

18 13. A Final Approval Hearing shall be held before this Court on May 4, 2026 at 8:30 a.m.
19 in Department 1 of the Riverside County Superior Court, located at Riverside Historic Courthouse,
20 4050 Main Street, Riverside, California 92501, to determine all necessary matters concerning the
21 Settlement, including: whether the proposed settlement of the action on the terms and conditions
22 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the
23 Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan
24 of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the
25 Class Members and PAGA Employees; and determine whether to approve the requests for the
26 Attorneys’ Fees and Costs, Settlement Administration Costs, and allocation for the PAGA Amount.

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1 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys’
2 Fees and Costs and Settlement Administration Costs, along with the appropriate declarations and
3 supporting evidence, including the Settlement Administrator’s declaration that, among other things,
4 authenticates each Exclusion Form and Objection Form received, by sixteen (16) court days prior to
5 the Final Approval Hearing, to be heard at the Final Approval Hearing.

6 15. To object to the Class Settlement, a Settlement Class Member must submit an
7 Objection Form or written objection to the Class Settlement (both of which are referred to as a “Notice
8 of Objection”) to the Settlement Administrator, postmarked on or before the Response Deadline. The
9 Notice of Objection must be signed and must contain the information that is required, as set forth in
10 the Class Notice, including and not limited to the grounds for the objection. Settlement Class
11 Members, individually or through counsel, may also present their objection orally at the Final
12 Approval Hearing, regardless of whether they have submitted a Notice of Objection.

13 16. In the event the Settlement does not become effective in accordance with the terms of
14 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
15 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
16 the parties shall revert back to their respective positions as of before entering into the Settlement
17 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
18 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

19 17. The Court reserves the right to adjourn or continue the date of the Final Approval
20 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
21 Members and retains jurisdiction to consider all further applications arising out of or connected with
22 the Settlement. However, the Settlement Administrator shall give notice to any objecting party of any
23 continuance of the Final Approval Hearing.

24 **IT IS SO ORDERED.**

25 Dated: _____

Honorable Harold Hopp
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Urbano Zavala Lopez v. Food for Life Baking Co., Inc. **Superior Court of California for the County of Riverside, Case Nos. CVRI2305901**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Urbano Zavala Lopez ("Plaintiff") and Defendant Food for Life Baking Co., Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case *Urbano Zavala Lopez v. Food for Life Baking Co., Inc.*, Riverside County Superior Court Case No. CVRI2305901 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Share and an Individual PAGA Payment (if any). In exchange, you agree to release the Released Class Claims against the Released Parties that are covered by the Settlement. See Section III.D of this Class Notice.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Class Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Settlement Payment. See Section IV.B of this Class Notice.
The Opt-out Deadline is [Response Deadline]	You cannot opt-out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all PAGA Employees.
Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") can object to the Class Settlement by sending the Settlement Administrator a Notice of Objection. See Section IV.C of this Class Notice.
Written Objections Must be Submitted by [Response Deadline]	Settlement Class Members cannot object to the PAGA Settlement.
You Can Dispute the Number of Your Workweeks and/or Pay Periods (if any)	The amount of your Individual Settlement Share and Individual PAGA Payment (if any) depend on how many Workweeks and Pay Periods (if any) you were determined to have worked during the Class Period and/or PAGA Period. If you disagree with either of the numbers below, you must submit a Dispute to the Settlement Administrator. See Section III.B of this Class Notice.
Written Disputes Must be Submitted by [Response Deadline]	You have been credited with [] Workweeks during the Class Period. You have been credited with [] Pay Periods during the PAGA Period.

I. IMPORTANT DEFINITIONS

“**Class**” or “**Class Member(s)**” means Plaintiff and all current and former hourly-paid employees who worked for Defendant in the State of California at any time during the Class Period.

“**Class Period**” means the period from November 2, 2019 through December 31, 2024.

“**Class Settlement**” means the settlement and resolution of all Released Class Claims.

“**PAGA Employee(s)**” means all current and former hourly-paid employees who worked for Defendant in the State of California at any time during the PAGA Period.

“**PAGA Period**” means the period from November 2, 2022 through [the date of Preliminary Approval].

“**PAGA Settlement**” means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On November 2, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated (“PAGA Letter”). On November 2, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On October 16, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint (“Operative Complaint”).

Plaintiff is a current, but inactive employee of Defendant. Plaintiff contends that Defendant failed to pay minimum wages, failed to pay overtime wages, failed to provide compliant meal periods and premium payments in lieu thereof, failed to provide compliant rest periods and premiums payments in lieu thereof, failed to timely pay wages during employment, failed to timely pay wages upon termination of employment, failed to provide accurate wage statements, and failed to reimburse necessary business expenses, for violations of California Business & Professions Code Sections 17200-17210 based on the aforementioned California Labor Code violations, and for civil penalties under the Private Attorneys General Act (“PAGA”) based on the aforementioned California Labor Code violations. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant strongly denies that it violated any laws or failed to pay any wages and further denies any liability whatsoever to Plaintiff, the Class, or PAGA Employees. Defendant contends it complied with all applicable laws.

The Parties participated in mediation with a respected class action mediator, in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) with no decision or admission of who is right or wrong, rather than continuing the expensive and time-consuming process of litigation. As a result, the Parties reached a settlement. The Parties have since entered into a Class and PAGA Representative Action Settlement Agreement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Urbano Zavala Lopez as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval hearing.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Forty Thousand Dollars and Zero Cents (\$840,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$294,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$37,500.00) (“LWDA Payment”) and the remaining 25% (\$12,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (3) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant, for at least one day, as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Settlement Class Members will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty-five percent (25%) as wages, which will be reported on an IRS Form W-2, and seventy-five percent (75%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares (“Employee Paid Taxes”) resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant for at least one day during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual Pay Periods by the PAGA Workweek Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- From November 2, 2019 through December 31, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.
- From November 2, 2022 through [Preliminary Approval] (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Urbano Zavala Lopez v. Food for Life Baking Co., Inc.*, Case No. CVRI2305901); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. By virtue of this release, any claims under the FLSA that are predicated on the Released Class Claims are subject to res judicata pursuant to applicable law including but not limited to *Rangel v. PLS Check Cashers of California Inc.*, 899 F.3d 1106 (9th Cir. 2018) and therefore cannot be asserted in a future action.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and the State of California with respect

to all PAGA Employees shall release the Released Parties from the Released PAGA Claims.

“Released Class Claims” means any and all claims under any federal, state, or local law, which were alleged in the Operative Complaint or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which specifically includes all claims for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; alleged illegal time rounding; failure to indemnify or reimburse expenses; missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods; the calculation of meal period and/or rest period premiums; payment for all hours worked, including off-the-clock work; failure to timely pay wages during employment; failure to timely pay final wages; unfair business practices related to the Released Class Claims; statutory penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; non-compliant wage statements; and attorneys’ fees and costs; and all claims related to the Released Class Claims arising under: the California Labor Code (including sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802); the applicable IWC Wage Orders; California Business and Professions Code section 17200, *et seq.*; and California Code of Civil Procedure section 1021.5.

“Released PAGA Claims” means any and all claims described in the PAGA Letter and only to the extent they are alleged in the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698-2699.8, which specifically include all known and unknown claims relating to failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; alleged illegal time rounding; failure to indemnify or reimburse expenses; missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods; the calculation of meal period and/or rest period premiums; payment for all hours worked, including off-the-clock work; wage statements; failure to timely pay wages; failure to timely pay final wages; alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, 2699.3, 2800, and 2802; and alleged violations of the applicable IWC Wage Orders.

“Released Parties” Defendant and all of its past, present and future agents, employees, managing agents, servants, officers, directors, members, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies, dual employers, alleged dual employers, co-employers, alleged co-employers, contractors, affiliates, service providers, alter-egos, alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons acting under, by, through or in concert with any of them.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$294,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee, you will automatically be issued your Individual PAGA Payment.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter indicating a request to be excluded from the Class Settlement, as described below, or by completing and submitting the enclosed Request for Exclusion Form (both of which are referred to as a "Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Urbano Zavala Lopez v. Food for Life Baking Co., Inc.*, Case No. CVRI2305901); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

PAGA Employees will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. PAGA Employees may not request exclusion from the PAGA Settlement.

C. Object to the Class Settlement

You can object to the Class Settlement, as long as you have not submitted a Request for Exclusion, by submitting a written objection, as described below, or by completing and submitting the enclosed Notice of Objection Form (both of which are referred to as a "Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Urbano Zavala Lopez v. Food for Life Baking Co., Inc.*, Case No. CVRI2305901); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection; (d) attach any documents on which you are relying for the objection; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

PAGA Employees may not object to the PAGA Settlement.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Riverside County Superior Court, located at Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

On the Court's website, you can find information regarding appearing remotely via Zoom online (for the Final Approval Hearing that is scheduled to be held in Department 1 of the Riverside Historic Courthouse of the Riverside Superior Court): <https://riverside.courts.ca.gov/remoteppearance>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement, which is attached as Exhibit [] to the Declaration of Alexandra Rose in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement filed on [MPA filing date] and other papers which are on file with the Records Management Division of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501. Some documents and information regarding the Action can also be accessed online for a fee or at a minimal charge at the Riverside County Superior Court's website (<https://epublic-access.riverside.courts.ca.gov/public-portal/>). To look up and access documents and information on the Court's systems, you will need to use the case number for the Action (Case No. CVRI2305901).

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Settlement Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Division in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Division website for instructions on how to retrieve the funds.

EXHIBIT 2

REQUEST FOR EXCLUSION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before **[Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

I request to be excluded from the class action settlement in the matter of *Urbano Zavala Lopez v. Food for Life Baking Co., Inc.* By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Released Class Claims, and I will not receive an Individual Settlement Payment. I understand that, nevertheless, if I am a PAGA Employee, exclusion from the Class Settlement will not result in exclusion from the PAGA Settlement and I will still be issued an Individual PAGA Payment.

Date: _____

Full Name: _____

Address: _____

Telephone Number: _____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not complete or return this form – you do not need to take any action.

EXHIBIT 3

NOTICE OF OBJECTION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you wish to object to the Class Settlement, you must state all grounds for your objection (space is provided below for doing so), attach any documents you are relying on for your objection, provide your signature, and return this form to the Settlement Administrator, by mail, postmarked on or before **[Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

I wish to object to the Class Settlement on the following grounds:

Date: _____

Full Name: _____

Address: _____

Telephone Number: _____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:
